

1 otherwise considered protected under applicable law after making a good faith determination that
2 the documents and things are confidential. Publicly available documents including pleadings,
3 patents, published articles, and non-confidential testimony, shall not be designated "Confidential."
4 The Parties may designate portions of testimony related to confidential documents as protected
5 and subject to this Protective Order by supplying written designation of the protected testimony
6 within 60 days of the date of the deposition.

7 2. Any documents or information subject to this Protective Order shall be used only
8 for the purpose of prosecuting this action and shall not be used in other litigation or disclosed to
9 third parties.

10 3. Any documents or information subject to this Protective Order shall be disclosed
11 only to the Parties' counsel of record in this action and/or to disclosed experts employed by the
12 Parties' counsel to assist in the preparation for, or at the trial of, this action. All individuals
13 receiving copies of documents produced by the Parties which are designated as "Confidential"
14 must sign and agree to be bound by the terms of this Protective Order prior to receiving copies
15 and comply with paragraph 4 below.

16 4. Any disclosed expert to whom such documents or information contained therein is
17 to be disclosed shall first be advised by the Parties' counsel that, pursuant to this Protective
18 Order, such expert may not divulge any such documents or information to any other person,
19 including, but not limited to, any competitor of the Parties. The person also shall be required to
20 sign and comply with the attached "Acknowledgment" form. Any disclosed expert to whom such
21 documents or information therein is to be disclosed shall also be advised that, at the conclusion of
22 this case, they must return disclosed documents or information to the respective Parties or their
23 counsel, in accordance with the "Acknowledgment" and provisions of paragraph 8, below.

24 5. In the event that any protected document or the information contained therein is
25 included with, or the contents thereof are in any way disclosed, in any pleading, motion, or other
26 paper filed with the Clerk of this Court, such protected documents or information shall be kept

under seal by the Clerk for use by the Court. Such documents or information shall be filed in a sealed envelope on which shall be endorsed the caption of this action and an indication of the contents with the following statement on the envelope:

FILED UNDER SEAL
PROTECTED DOCUMENTS

Mobile Workforce, Inc. v. Pacific Medical, Inc.
U.S. District Court, Western District of Washington at Tacoma
C05-5229 FDB

These materials are to be kept SEALED pursuant to protective order in the above captioned case and should not be made available to the public.
This envelope shall not be opened or its contents revealed except by order of the Court.

Depositions of witnesses may be conducted utilizing protected documents without resort to in camera review. Motion hearing and trial testimony may also be conducted utilizing protected documents. Only if necessary, upon good cause shown, in these instances and any others requiring use of protected information, the Parties may seek an order that the use of any such document or information contained therein and any testimony associated with the protected information be held in camera.

6. In the event that either of the Parties disagree with the other Party's designation of any item as protected and subject to this Protective Order, then the Party's counsel shall send written notice to counsel of record for the respective Party specifying the items in question. If the Parties fail to reach an agreement within thirty (30) days, the Party may file with this Court a Motion to Preserve Protected Status. Any item in dispute shall continue to be treated as protected and subject to this Order until such time as the Court rules that it is not.

7. The production of such documents or information by the Parties shall not constitute a waiver of any privilege or other claim or right of withholding or confidentiality which it may have.

8. Within ten days of the termination of this action, the Parties, their counsel, and disclosed experts shall return to counsel for the respective Party all originals and copies of documents still subject to this Protective Order, and shall supply the Party's counsel with a letter from the other Party's counsel confirming that all these Confidential materials have been returned. Any documents subject to this Protective Order containing notes reflecting mental impressions of the Parties or their counsel may be redacted before being returned to the Party's respective counsel in accordance with this Protective Order, or destroyed.

9. Each party will be responsible for determining whether the respective Confidential documents are stored or destroyed upon resolution of this litigation. Mobile Workforce, Inc.'s code data will be destroyed upon resolution of this litigation.

Stipulated to and presented by:

KELLER ROHRBACK

LINDSAY HART NEIL & WEIGLER, LLP

By (original signed)
Rob J. Crichton
Attorneys for Plaintiff Mobile Workforce

By (original signed)
Edward T. Tylicki
Attorneys for Defendant Pacific Medical, Inc.

IT IS SO ORDERED:

Dated this 20th day of March, 2006

s/ Karen L. Strombom
UNITED STATES MAGISTRATE JUDGE

ACKNOWLEDGMENT

Dated: _____, 200__.

TO: COUNSEL FOR _____

Re:

Mobile Workforce, Inc. v. Pacific Medical, Inc.
U.S. District Court, Western District of Washington at Tacoma
C05-5229 FDB

The undersigned hereby acknowledges that he/she has read, is fully familiar with, and understands the terms of the Protective Order entered in the above-entitled action, that he/she is going to be a proper recipient of protected, Confidential materials as contemplated by the Protective Order, that he/she will not disclose Confidential materials to any person to whom disclosure is not authorized by the terms of the Protective Order, that he/she agrees to return any and all protected, confidential materials and documents and any copies thereof to the respective party or its counsel within five (5) days of termination of this litigation. That he/she agrees to be bound by the terms of the Protective Order, and that he/she agrees to submit to the jurisdiction of the United States District Court, Western District of Washington at Tacoma, for purposes of enforcement of this Protective Order.

Document Recipient (Print Name)

Signature

Dated: _____

Address: _____

Telephone: _____

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **STIPULATED PROTECTIVE ORDER** on the following parties:

Rob J. Crichton
Keller Rohrback, LLP
1201 Third Ave., Suite 3200
Seattle, WA 98101-3052

Attorneys for Plaintiff

by mailing a true and correct copy thereof to said parties on the date below.

DATED: March 9, 2006.

Edward T. Tylicki, WSBA #30082
Attorneys for Defendant Pacific Medical, Inc.